

1 “Confidential Documents,” “Confidential Material,” “Subject to Protective Order” or words
2 of similar effect. Documents and writings so designated, and all information derived
3 therefrom (hereinafter, collectively referred to as “Confidential Information”), shall be
4 treated in accordance with the terms of this stipulation and protective order.

5 2. If Plaintiff’s counsel believes that any document, writing or information
6 that has been designated by Defendants as Confidential (or an equivalent
7 designation) does not warrant that designation Plaintiff’s counsel will advise Defendants’
8 counsel. The parties will attempt in good faith to resolve the question of whether the
9 designation is warranted. If the parties are unable to resolve the matter informally, the
10 disagreement will be resolved by the Magistrate Judge (or District Judge, if appropriate).
11 Notwithstanding Plaintiff’s counsel belief that a document, writing or information that has
12 been designated by Defendants as Confidential (or an equivalent designation) does not
13 warrant that designation, Plaintiff’s counsel will continue to treat it as such in accordance
14 with the terms of this Protective Order unless and until the parties agree otherwise or the
15 Court orders otherwise.

16 3. Confidential Information may be used by the persons receiving such
17 information only for the purpose of this litigation.

18 4. Subject to the further conditions imposed by this stipulation, Confidential
19 Information may be disclosed only to the following persons:

20 (a) Counsel for the parties, parties, and to experts, investigators,
21 paralegal assistants, office clerks, secretaries and other such personnel working under their
22 supervision, and the following categories of people during the course of their depositions,
23 subject to the terms of Paragraph 11 of this Stipulation and protective order: LAPD
24 personnel

25 (b) Such other parties as may be agreed by written stipulation among
26 the parties hereto, or by Court order.

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1 5. Prior to the disclosure of any Confidential Information to any person
2 described in paragraph 4(a) or 4(b), counsel for the party that has received and seeks to use
3 or disclose such Confidential Information shall first provide any such person with a copy
4 of this stipulation, and shall cause him or her to execute, on a second copy which counsel
5 shall thereafter serve on the other party the following acknowledgment:

6 “I understand that I am being given access to Confidential
7 Information pursuant to the foregoing stipulation and order.
8 I have read the Order and agree to be bound by its terms
9 with respect to the handling, use and disclosure of such
10 Confidential Information.

11 Dated: _____/s/_____”

12 6. Upon the final termination of this litigation, including any appeal
13 pertaining thereto, all Confidential Information and all copies thereof shall be returned to
14 the Defendant City of Los Angeles through the City Attorney’s Office. All Confidential
15 Information disclosed to any person or party pursuant to any provision hereof also shall be
16 returned to the Defendants.

17 7. If any party who receives Confidential Information receives a subpoena
18 or other request seeking Confidential Information, he, she or it shall immediately give
19 written notice to the Defendants’ counsel, identifying the Confidential Information sought
20 and the time in which production or other disclosure is required, and shall object to the
21 request or subpoena on the grounds of this stipulation so as to afford the Defendants an
22 opportunity to obtain an order barring production or other disclosure, or to otherwise
23 respond to the subpoena or other request for production or disclosure of Confidential
24 Material. Other than objecting on the grounds of this stipulation, no party shall be obligated
25 to seek an order barring production of Confidential Information, which obligation shall be
26 borne by the Defendants. However, in no event should production or disclosure be made
27 without written approval by the Defendants’ counsel unless required by court order arising
28 from a motion to compel production or disclosure of Confidential Information.

1 8. ~~Any pleadings, motions, briefs, declarations, stipulations, exhibits or~~
 2 ~~other written submissions to the Court in this litigation which contain, reflect, incorporate~~
 3 ~~or refer to Confidential Information shall be filed and maintained under seal.~~ If a document
 4 or pleading submitted to the Court, as described in this paragraph, makes only a general
 5 reference to any document or information contained therein covered by this protective order,
 6 but does not quote or described its contents in any specific way, and does not include the
 7 protected document itself, then the party or parties need not file it under seal. This
 8 Stipulation and Protective Order creates no entitlement to file under seal information and
 9 documents designated as confidential by the Parties. Local Civil Rule 79-5 sets forth the
 10 procedures that must be followed when a party seeks permission from this District Court to
 11 file documents under seal.

12 9. The parties agree that the spirit of confidentiality as protected in this
 13 order will apply to all proceedings. To that end, before any protected document or any
 14 information derived therefrom is to be put forward, admitted into evidence, discussed in
 15 detail or otherwise publicized in Court, the party raising the protected document will inform
 16 the other parties and allow for a motion to the Court to close the proceedings to the public.

17 10. Nothing herein shall prejudice any party's rights to object to the
 18 introduction of any Confidential Information into evidence, on grounds including but not
 19 limited to relevance and privilege.

20 11. During the course of depositions, when counsel makes an objection to
 21 a question concerning a protected document or information contained therein, which is the
 22 subject of this Stipulation and protective order, or concerning a general area that counsel
 23 believes should be covered by the scope of this Stipulation and protective order, those
 24 witnesses (as identified in Paragraph 4(a) herein) may answer the question, without waiving
 25 the objections, and the questions and answers to those questions will be sealed and covered
 26 by the terms of this protective order. Counsel and the parties reserve the right to object to
 27 the disclosure of confidential or private information which is not the subject of this
 28 Stipulation and protective order. Any documents deemed confidential pursuant to this

1 protective order will be sealed, if they are used as exhibits in any deposition. This
2 agreement does not waive any objections counsel may make, including objections unrelated
3 to the reasons for this protective order.

4 12. This Protective Order survives settlement, trial and/or appeal.

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6 13. This Stipulation may be signed in sub-parts and may be transmitted by
7 facsimile as if it was the original document. Defendants will lodge this executed Stipulation
8 with the Court for approval.

9 ***IT IS SO STIPULATED:***

10
11 Dated: June 4, 2008 **ROCKARD J. DELGADILLO**, City Attorney
12 **MICHAEL L. CLAESSENS**, Senior Assistant City Attorney
13 **CORY M. BRENT**, Assistant City Attorney

14
15 By _____/s/_____
16 **SUREKHA A. PESSIS**, Deputy City Attorney
17 *Attorneys for Defendants, CITY OF LOS ANGELES,*
18 **WILLIAM BRATTON, JASON CURTIS, RICKY DAVIS,**
19 **ELLIOT M. KING and RAYMOND YGUAL**

20
21 Dated: June 4, 2008 **LAW OFFICES OF JOHN RAPHLING**

22 By: _____/s/_____
23 **JOHN RAPHLING**
24 *Attorneys for Plaintiff MICHAEL METZGER*

25 ***IT HEREBY IS SO ORDERED:***

26
27 Dated: August 7, 2008

28 _____/s/_____
Hon. Margaret A. Nagle
United States Magistrate Judge